



**STATE OF LOUISIANA**

**Louisiana Workforce Commission**

**REQUEST FOR PROPOSALS  
FOR**

**State and National New Hire Cross Match Project**

**March 30, 2011**

**RFP Number**

**474000033011**

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## **1.0. GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Louisiana Workforce Commission (LWC) herein referred to as the “State” for the purpose of automating their Unemployment Insurance (UI) State and National New Hire Cross Match process.

### ***1.2 Background***

Unemployment Insurance is a State program funded and regulated by the United States Department of Labor (USDOL). It is designed to provide temporary financial assistance to workers who are unemployed through no fault of their own and who meet the requirements of the Louisiana Employment Security Law. The program involves claimants, who file for unemployment insurance benefits; employers, who are taxed in order to provide the revenue used to pay benefits, and the USDOL, who oversees these activities and provides funding for special programs such as Disaster, Emergency, and other unemployment assistance.

LWC has developed a concept for a modernized Unemployment Insurance (UI) information support system called “LaCATS,” which stands for Louisiana Claims and Tax System. LWC has just completed the first phase of LaCATS which consisted of the redesign of some of LWC’s documents, including drop-out design for OCR capability; a new scanning, imaging and remittance processing system with limited workflow capabilities; a new reporting database and a new Call Processing System. LWC is in the process of procuring the services of a contractor to complete the workflow automation required by two distinct functional areas in UI, which are the Adjudication and Appeals functions.

The purpose of this RFP is to procure the services of a contractor to automate the State and National New Hire Cross Match and follow up activity relating to the Cross Match. LWC wishes to send correspondence automatically to both the claimant and employer for all new hire matches on claimants receiving UI Benefits. In addition, LWC’s Imaging and Web applications must be enhanced to capture necessary data to automatically establish payment stops and set up overpayments resulting from cross match hits. Follow up correspondence will be sent to the claimant and or employer, if necessary.

### ***1.3 Scope of Services***

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2011 and to continue through July 1, 2012. The State has the right to contract for up to three years upon approval.

## **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

**Heather Thode**  
Procurement Specialist  
1001 North 23<sup>rd</sup> Street  
Post Office Box 94094  
Baton Rouge, LA 70804-9094  
Phone: 225-342-0360  
Fax: 225-342-3182  
Email: [hthode@lwc.la.gov](mailto:hthode@lwc.la.gov)

This RFP is available in electronic form at  
[http://www.laworks.net/PublicRelations/PR\\_Procurement.asp](http://www.laworks.net/PublicRelations/PR_Procurement.asp) and  
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Word/WordPerfect format or in printed form by submitting a written request to the RFP Coordinator.

## **2.3 Proposer Inquiries**

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-342-3182 by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be sent in written form to all potential proposers by the date specified in the Calendar of Events.

Only **Heather Thode** has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## **2.4 Pre-proposal Conference**

Not Required for this RFP

## **2.5 Calendar of Events**

**Event****Date**

<b>EVENT</b>	<b>DATE</b>
Advertise RFP and mail public announcements	<i>March 30, 2011</i>
Deadline for receiving Proposer inquiries (2 weeks)	<i>April 13, 2011</i>
Issue responses to Proposer inquiries (2 weeks)	<i>April 27, 2011</i>
Proposal submission deadline (2 weeks)	<i>May 11, 2011</i>
Vendor Presentations (1 week)	<i>May 18-20, 2011</i>
Announce Award of “Successful Proposer”(2 weeks)	<i>June 3, 2011</i>
Commencement of Contract execution (3 weeks)	<i>June 17, 2011</i>
Commencement of Project	<i>September 1, 2011</i>

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

**2.6 Definitions**

<b>Acronym or Term</b>	<b>Definition</b>
Agency	Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Artifact	Any work product or object created or delivered for the project including but not limited to paper documentation, manuals, electronic files and data, and computer programs.
Contractor	Any person, company, or organization having a contract with a governmental body.
Discussions	For the purposes of this RFP, discussions shall refer to written or oral communications/negotiations with Proposers whose proposals are susceptible of being selected for award.
LaCATS	Louisiana Claims and Tax System
LWC	Louisiana Workforce Commission

Acronym or Term	Definition
May, Can	The terms “may” and “can” denote an advisory or permissible action.
Must, Will	The terms “must” and “will” denote the imperative
NDNH	National Directory New Hires
RFP	Request for Proposal
Shall	The term “shall” denotes the imperative
Should	The term “should” denotes desirable
State	The State of Louisiana
UI	Unemployment Insurance
USDOL	United States Department of Labor

### **3.0 PROPOSAL INFORMATION**

#### ***3.1 Proposal Response Location***

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

#### ***3.2 Minimum Qualifications of Proposer***

Proposers of this RFP must meet the following minimum qualifications:

- Minimum of one (1) year, prior to deadline for receipt of proposals, of proven government experience in developing and implementing modernized applications. Please provide proof of same in their proposal by listing at least 2 verifiable references.
- Minimum of three (3) years, prior to deadline for receipt of proposals, of proven experience in developing, implementing, and/or maintaining relational databases, JAVA/J2EE applications, and FileNet including API.
- Minimum of one (1) year, prior to deadline for receipt of proposals, of Rational Unified Process (RUP) application development experience.

#### ***3.3 Determination of Responsibility***



Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### ***3.4 RFP Addenda***

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### ***3.5 Waiver of Administrative Informalities***

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### ***3.6 Proposal Rejection***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### ***3.7 Withdrawal and Re-submission of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### ***3.8 Subcontracting Information***

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### ***3.9 Ownership of Proposal***

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

### ***3.10 Proprietary Information***

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.11 Cost of Preparing Proposals***

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### ***3.12 Errors and Omissions in Proposal***

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### ***3.13 Contract Award and Execution***

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State. See Attachment IV.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own

standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 45 days or if the selected Proposer fails to sign the final contract within 15 calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***3.14 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics interprets ethics issues.

### ***3.15 Performance Bond***

Not Applicable.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Proposals must be received on or before 4:00 p.m. Central Standard Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

**Heather Thode**  
Procurement Specialist  
1001 North 23<sup>rd</sup> Street  
Post Office Box 94094  
Baton Rouge, LA 70804-9094  
Phone: 225-342-0360  
Fax: 225-342-3182  
Email: [hthode@lwc.la.gov](mailto:hthode@lwc.la.gov)

For courier delivery the street address is 1001 North 23<sup>rd</sup> Street, Baton Rouge, Louisiana 70802, *and* the telephone number is 225-342-0360. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

The State requests that a total of eight (8) copies of the proposal be submitted to the RFP Coordinator at the address specified. Seven (7) must be paper copies of which one must be an original signed copy clearly marked or differentiated from the copies of the proposal. One copy must be in electronic format.

The signed original will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal. No technical information should be included in the Cost Proposal unless it is also included in the Technical Proposal.

#### ***4.2 Cover Letter***

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

#### ***4.3 Proposal Format***

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

#### ***4.4 Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment III.

### **5.0 EVALUATION AND SELECTION**

#### ***5.1 Evaluation Team***

An evaluation team, to be designated by the State, which will determine the proposal most responsive and advantageous to the state, will accomplish the evaluation of proposals.

#### ***5.2 Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

#### ***5.3 Oral Presentations will be Required***

The State will select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

#### ***5.4 Evaluation and Review***

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

The technical evaluation is worth seventy percent (70%) and the cost evaluation is worth thirty percent (30%) of the maximum number of points awarded. The evaluation will be conducted according to the following procedure.

First, the proposals will be technically evaluated. The maximum number of points for the technical evaluation is 70.

The criteria in the following table are of importance and relevance to the technical evaluation of this RFP. The table shows primary categories in decreasing order of importance with subcategories within each category in decreasing order of importance.

### Evaluation Scoring

Proposal Evaluation Criteria With Weightings		
Category	Subcategory	Points
Technical Approach and Methodology		50
	<p>Understanding of the technical architecture and design constraints</p> <p>Completeness and acceptability of the overall concept (e.g. amount and nature of work performed on-site vs. off-site, LWC staff interaction, and how Proposer plans to work within LWC existing IT environment, etc.)</p> <p>Quality of iterative development and implementation plan (e.g. clear concise RFP response that follows a logical sequence, appropriate level of detailed response to the requirements of each section of the RFP, etc.)</p> <p>Adaptability of the proposed solution to future requirement changes (e.g. flexible, extendable, and scalable)</p> <p>Quality of training plan (e.g. iterative on-site, just-in-time training, all necessary subjects covered, justification for amount of training proposed, etc.)</p>	
Qualifications of Assigned Personnel		15
	<p>Professional and technical qualifications of assigned management and development staff and their experience with similar applications and complexity of projects</p> <p>Experience with SQL Server, JAVA/J2EE, FileNet including API</p>	

Proposal Evaluation Criteria With Weightings		
Category	Subcategory	Points
	Experience with EMC and Solimar/Rubika Experience in RUP, UML, and Rational Products such as ClearCase, Rose, and ReqPro to maintain requirements and develop design use cases	
Corporate Qualifications & Relevant Experience		5
	References confirming the vendor's ability to do the job within time and budget UI modernization development experience	
Total:		70

Second, the proposals will be cost evaluated by someone independent of the technical evaluation process. The maximum number of points for the cost evaluation is 30. The information provided in the Price Schedule will be used in the cost evaluation to determine the cost score for each proposal. The Proposer with the lowest total price shall receive 30 points. Other Proposers will receive cost points based upon the following formula:

$$CS = (LPC/PC*30)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all qualified Proposers  
PC = Proposer's cost

Third, those Proposers who are reasonably susceptible of receiving an award based on their initial technical score and their cost score will be invited to give an Oral Presentation. The Evaluation Team also may conduct other written or oral discussions with proposers as permitted by Louisiana Revised Statute 39:1503(D). Discussions may include discussion of price, but under no circumstances may a contract be awarded at a higher price than the proposed price. The scoring will be reevaluated after the Oral Presentation and any other written or oral discussions using the same criteria above. This reevaluation scoring will be the final scoring for the Technical evaluation.

At the conclusion of oral presentations, the LWC may at its option ask the proposers with whom negotiations were conducted pursuant to La. R.S. 39:1503(D) to submit a Best and Final Offer. Proposers should offer their best price in their original proposal. The LWC usually does not exercise its option to solicit Best and Final Offers.

Finally, the Evaluation Team will add the final technical score to the cost score to get a total score for each Proposer. The award shall be made to the Proposer whose proposal receives the

highest number of points and is determined to be the most advantageous to the State, taking into account the evaluation factors.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

### **5.5 *Announcement of Contractor***

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

## **6.0 CONTRACTOR REQUIREMENTS**

### **6.1 *Corporation Requirements***

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana prior to the execution of the contract.

### **6.2 *Billing and Payment***

LWC shall pay Contractor in accordance with the Payment Schedule set forth in the table listed below. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice and approval by the Agency. Final payment will be made after successful completion of the 90 day warranty period and receipt of a properly executed invoice. Invoices shall include the contract and order number, using department and products and/or services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### **Payment Schedule**

<b>Payment Number</b>	<b>Deliverables Completed</b>	<b>Percent of Total Price</b>
1	3.1.1– Introductory Briefing 3.1.2– Kickoff Meeting 3.1.3– Requirements Review	5%
2	3.1.4– Detailed Design 3.1.5– Final Design Walkthrough 3.1.6– System Test Strategy 3.1.7– Establish Baseline System Requirements and Configuration	15%
3	3.2– Application Development	20%

4	3.5 – Documentation 3.6 – System Development, Integration and Testing	15%
5	3.7 – Training 3.8 – Successful Completion of User Acceptance Test	25%
6	3.9– Warranty, Maintenance and Support	20%

### **6.3 Contract Terms & Conditions**

The Contractor will be required to enter into a Contract with the state that is fundamentally the same as Attachment IV. Any changes to those terms may be negotiated if state law allows such negotiation.

### **6.4 Indemnification**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.



In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **SCOPE OF SERVICES**

### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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LWC seeks to reduce the number of improper payments of Unemployment Insurance benefits through immediate notification of New Hires of claimants and immediately addressing proper wage reporting.

#### **1.0 Overview**

LWC is seeking to enhance its current Imaging and Workflow system to include New Hire Cross-match Overpayment Investigations. The complete turnkey solution should include application programming, forms design, testing, user and technical training, and documentation.

The LWC Information Technology (IT) department has adopted the Rational Unified Process (RUP) as the standard methodology and the Unified Modeling Language (UML) as the standard notation language for the LaCATS project. The contractor will be required to follow RUP where applicable in their development and implementation. This includes being required to generate design or system use cases and other detailed RUP documentation as required and update the requirements documents included with this RFP to reflect “as-built” functionality.

#### **2.0 Tasks and Services**

The anticipated features of the New Hire Cross Match automation that will increase the effectiveness and efficiency of LWC staff include:

- New user friendly drop-down inquiry screens integrated seamlessly within our existing system accessible from one screen
- New user friendly drop-down inquiry screens to track potential non fraud/fraud overpayments utilizing buttons at the top of the page to access different screens
- New Interactive Web application allowing employers and claimants to respond to Cross Match inquiries electronically
- Interaction between the staff side and employer/claimant side of the system.
- Enhanced workflow for Investigation work items
- Automated Investigation case or issue creation when certain criteria are met
- Automated temporary stop notifications when certain criteria are met

- Automated overpayment assessment when certain criteria are met
- Automated Availability Adjudication when certain criteria are met
- Investigations forms redesign
- Maintaining viewable system history of all activities relating to these functions
- Maintaining efficiency reports on different variables associated with New Hire Cross-match and Overpayment assessment

### 3.0 Deliverables

The following table lists the suggested due dates for major deliverables to guide the Proposer in the development of their Work Breakdown Structure (WBS). The Proposer's WBS must show all of the deliverables being completed within the estimated performance period. Completion dates are defined in months after Date of Award of Contract (DAC). The completion dates are suggestive; the Proposer may propose a schedule based on his or her WBS and development plan. This table should not be considered the definitive list of deliverables.

**The Proposer shall describe in their proposal how their solution will meet all of the deliverables defined in this section.**

#### Summary of Deliverables

Summary of Deliverables		
Section Number	Description	Completion Date
3.1	3.1 Introductory Activities	DAC + 1 mos.
3.1.1	3.1.1 Introductory Briefing	
3.1.2	3.1.2 Kickoff Meeting	
3.1.3	3.1.3 Requirements Review	
3.1.4	3.1.4 Detailed Design	
3.1.5	3.1.5 Final Design Walkthrough	
3.1.6	3.1.6 System Test Strategy	
3.1.7	3.1.7 Establish Baseline System Requirements and Configuration	
3.2	3.2 Application Software Development	DAC + 5 mos.
3.3	3.3 Staging and Repository Databases	DAC + 5 mos.
3.4	3.4 Custom Interfaces	DAC + 5 mos.

Summary of Deliverables		
Section Number	Description	Completion Date
3.5	3.5 Documentation	DAC + 5 mos.
3.6	3.6 System Development, Integration, and Testing	DAC + 6 mos.
3.7	3.7 Training	DAC + 6 mos.
3.8	3.8 Acceptance Tests	DAC + 6 mos.
3.9	3.9 Warranty, Maintenance and Support	DAC + 9mos.

## 3.1 Introductory Activities

### 3.1.1 Introductory Briefing

The contractor shall prepare and deliver, on-site at LWC's Baton Rouge Administrative Office facility, an introductory briefing for LWC management and selected staff (approximately 20 people) that introduces key contractor staff, provides a high-level overview of the contractor's proposed solution and how it will be implemented, and reviews the proposed implementation schedule and major milestones. The contractor may include other topics he or she believes are relevant and promote a better understanding of the project. All industry-specific terminology and technology used in this briefing shall be explained in laymen's terms.

The contractor shall submit the agenda and presentation materials for this briefing to the State Project Manager for review and approval prior to presentation.

The contractor shall provide the presentation materials and handouts used during this briefing in both a paper and electronic format. The electronic format shall be Microsoft PowerPoint, Visio, and/or Microsoft Word files.

### 3.1.2 Kickoff Meeting

The contractor shall prepare and conduct, on-site at LWC's Baton Rouge Administrative Office facility, a project kickoff meeting for the LWC staff and other parties that will be working with the contractor on this project. This meeting shall include introductions and role explanations, a mid-level overview of the proposed solution and how it will be implemented, a project schedule review, and explanations of any terminology or technology the LWC staff needs to know to effectively interact with the contractor's team. The contractor may include other topics he or she believes are relevant and promote a better understanding or implementation of the project. All industry-specific terminology and technology used in this briefing shall be explained in laymen's terms.

### 3.1.3 Requirements Review

The contractor shall review and clarify all of the requirements in this Scope of Services with LWC staff prior to starting work to assure a common understanding of the solution, document any clarifications or LWC approved modifications, and provide a baseline for development. All requirement documents for this Scope of Services are in IBM Rational ClearCase. Before the contractor completes the detailed design, the contractor shall assist LWC in making any additions or modifications to the requirements documents in IBM Rational ClearCase resulting from this review.

#### ***3.1.4 Detailed Design***

The contractor shall develop and provide virtual and physical diagrams, specifications, and any other additional documentation as required completely describing their solution including associated database tables, lookup tables, and interfaces.

The contractor shall submit the completed detailed design to LWC staff for review and approval and make any requested modifications before completing the Final Design Walkthrough.

#### ***3.1.5 Final Design Walkthrough***

The contractor shall conduct a Final Design Walkthrough for LWC staff that maps the requirements to the detailed design and explains how the system will work.

The contractor shall make any requested modifications and resubmit the completed requirements and detailed design to LWC staff for review and approval before making final procurement and development commitments.

#### ***3.1.6 System Test Strategy***

The contractor shall work with LWC staff to develop a test strategy for the New Hire and Cross Match solution. Testing schema will be developed for modules, system, and integration tests with legacy systems. The schemas will consist of formal testing definitions with defined entry criteria and expected results.

#### ***3.1.7 Establish Baseline System Requirements and Configuration***

LWC utilizes IBM Rational development tools (ClearCase, RAD, Rose XDE, RequisitePro, and ClearQuest) for version control, requirements management, change control, and configuration management.

The contractor shall establish baseline requirements and configurations for the solution including the development and test system in LWC's Rational development tools. The baseline shall include the approved detailed design documents from the Final Design Walkthrough. LWC recognizes not all of the detailed design documents are appropriate to include in the Rational development tools. LWC will work with the contractor to develop a means of associating inappropriate documents to the baseline.

The contractor shall follow LWC's folder and subfolder structure guidelines and artifact naming conventions or work with LWC staff to develop appropriate folder and subfolder structure and naming conventions for those artifacts that LWC does not have naming conventions at this time.

The contractor shall identify and trace requirements that are reasonable and appropriate for requirements tracing in RequisitePro.

LWC desires that the latest version of requirement documents in ClearCase match the first version of design documents in RequisitePro. The contractor shall assist LWC staff in synchronizing the latest version of requirement documents in ClearCase with the first version of design documents in RequisitePro.

### **3.2 Application Software Development**

LWC is in the process of adding a new Adjudication and Appeals module to the existing Imaging and Workflow system which will automate Appeals scheduling and Adjudication determinations. LWC requires that the new staff interface of this solution be integrated into LWC's Imaging and Workflow system. The new customer interface for claimants and employers may be developed as a separate web application but must be closely integrated with the existing modules of the Imaging and Workflow system.

### **3.3 Staging and Repository Databases**

LWC has established Microsoft SQL Server as their standard database. The solution shall utilize LWC's Staging and Repository tables in the UI Transactions database and UI Connect database. Both databases can be expanded in the future to meet all of LaCATS requirements.

All external client and staff data will be entered into the Staging Tables where it will be formatted and verified before being uploaded into the main UI tax and benefit databases for mainframe processing. The proposed solution shall utilize LWC's Repository Tables. The Repository Tables contain selected data from the main UI tax and benefits database that is used to verify incoming data.

### **3.4 Custom Interfaces**

The system will be integrated into LWC's existing Imaging, Remittance Processing and Workflow System, creating work items as necessary; LWC's Appeals and Adjudication functions (which are currently in the design phase), creating determinations as required; EMC xPression, creating correspondence as necessary; and FileNet, Adobe InDesign, Adobe xDesign, Solimar and Rubika, for form creation, storage and printing.

The system will also send data to LWC's Staging database and receive data from LWC's Repository database on a daily basis.

### **3.5 Documentation**

The contractor shall provide original documentation and documentation in industry standard electronic formats (e.g. IBM Rational tools whenever possible, otherwise Word, Visio or PDF).

The contractor shall document custom code according to industry standards and best practices. The contractor shall modify any existing LWC requirements documents and deliver any additional requirements documents necessary to provide a complete set of “as built” requirements documents for the New Hire and Cross Match solution. The complete set of “as built” requirements documents includes but is not limited to Use Cases and any associated charts, lists, and diagrams as well as data dictionaries and relationship diagrams for any changes or additions to the Staging and Repository Databases.

The contractor shall modify the online help feature for the Imaging, Remittance Processing and Workflow System.

### **3.6 System Development, Integration, and Testing**

The contractor shall develop, build, integrate, and test the system components prior to submitting them to LWC for acceptance testing. LWC will provide sample documents and data for unit and system testing. The contractor shall conduct system walkthroughs of the solution components demonstrating how they work and meet key requirements before submitting them to LWC for acceptance testing.

### **3.7 Training**

The Proposer is advised that hands-on administrator, developer, and user training is as important to LWC as features and functionality. LWC staff must be able to operate, support, maintain and expand the solution comfortably by themselves after the warranty period.

**Therefore the Proposer shall include sufficient training in their proposal to enable LWC staff to perform all the functions in the Scope of Services for this RFP and maintain the new solution without contractor support.**

**The Proposer shall include a detailed preliminary training plan with their proposal.**

The Contractor shall provide training documentation and use LWC’s data and documents necessary for training.

#### ***3.7.1 Training Materials***

The contractor shall develop and provide all necessary training materials such as manuals, slides, handouts, and Computer Based Training (CBT) CD-ROMS among other items.

The contractor shall provide the training materials in both a paper and electronic format. The electronic format shall be Microsoft PowerPoint, Visio, and/or Microsoft Word files. CD-based training materials shall be in a Windows format.

### **3.8 Acceptance Tests**

LWC will perform end-to-end tests beginning with predetermined groups of sample documents that will test every feature in each system and ending with the predicted data and images stored, processed, accessed, printed, viewed, and/or annotated as specified. LWC staff will provide the test documents and expected output and trained LWC users will conduct the tests. The contractor will assist LWC in developing UAT test plans.

### **3.9 Warranty, Maintenance and Support**

The contractor shall provide a 90 day warranty which will include maintenance and support on their solution for the new application. This warranty shall be effective for ninety days from the system acceptance date and shall include but will not be limited to the following:

1. Contractor representative or technician on-site to provide immediate on-site support during the first thirty (30) days after acceptance date.
2. Contractor technician(s) on-call to provide same business day (within 4 business hours of notification) on-site support for thirty (30) days after end of on-site support period described.
3. Priority help-line support (maximum four (4) hour call back) and same business day (within 8 business hours of notification) on-site support after on-call support period described for duration of warranty period.

### **4.0 Functional Requirements**

**The Proposer shall describe in their proposal how their solution will meet all of the functional requirements defined in this section.**

#### **Background**

Because LWC's current process for the National and State New Hire Cross Matches is entirely manual, LWC runs the cross matches monthly. Staff must request wage data from the employer who reported the new hire. When this information is received, staff must review and match it to the reported wage data from the claimant. When there is a discrepancy, staff must manually request additional information from the claimant. Once this information is received from the claimant, staff must manually make the updates to the claim that the overpayment affects.

The new System will automatically initiate correspondence to claimants that are on the new hire list and currently receiving UI benefits, as well as to employers reporting the new hires. As a result, claimants will be sent an initial automated notification that we are aware that they are



employed and MUST report accurate wages if their earnings are below their Weekly Benefit Amount (WBA) or they will be held overpaid and possibly fraudulently overpaid. The new system will document the responses from the employer and/or the claimant either by paper through our imaging system or via the Internet. Claims will be automatically set up overpaid. If there is no response within 30 days, a second notification will be sent automatically from the new application.

LWC requires that the new staff interface of this solution be integrated into LWC's Imaging and Workflow system. The new customer interface for claimants and employers may be developed as a separate web application but must be closely integrated with the existing modules of the Imaging and Workflow system. The solution must appear and function as one application to the user.

#### **4.1 Automatically Process New Hire Cross Match**

- The new application will automatically process New Hire Cross Matches on a scheduled or "on demand" basis, utilizing data received from outside sources and compare to data on LWC's database.
- Once a match is made, the new application will automatically generate one or more notifications, according to business rules, via e-mail or U.S. Postal Mail, to the employer and to the claimant. In addition, the new application will allow staff to manually request information from employers or claimants.

#### **4.2 New Hire Cross Match Web Development**

- The contractor will develop a web application for both the claimant and employer to respond to the notifications. The web application must be interactive with LWC's current Imaging and Workflow application and LWC's Staging and Repository databases.
- The new web application will download all data entered by the claimant or employer into LWC's Staging and Repository databases which will be viewable in LWC's current Imaging and Workflow system.
- LWC staff will be able to view, utilize and update data entered by the claimant or employer via LWC's current Imaging and Workflow system without having to access a separate system or access the web.
- Certain updates made by LWC staff, the claimant or employer, identified by business rules, will be viewable by the claimant and employer via the web application.

### **4.3 Initiate New Hire Cross Match-Payment Stops**

- Depending on the notification generated, the new application may send data to LWC's database to insert a temporary payment stop on the claimant's file on LWC's Staging database.
- Once data is captured from the claimant, employer or staff, either from the Web or Imaging applications, the new application may, based on business rules and communication with LWC's databases, establish permanent payment stops, issue determinations, and set up overpayments.
- The system will communicate with LWC's database by sending data to update the claim record, such as removing or adding a temporary or permanent payment stop on the claim record as well as establish the overpayment, issue determinations, and update the benefit history file.
- The new system must track the days that a temporary stop is inserted and send a notification to LWC's database when 14 days have elapsed. (Business Rule: All temporary stops must be resolved within 14 days or removed from the claimant's file.)
- System shall calculate, according to business rules, the recommended overpayment and overpayment type. The system will allow for investigator override of recommendations.

### **4.4 New Hire Cross Match Work Flow Development**

- The contractor will enhance LWC's current Imaging and Workflow applications to utilize any paper responses from the employer and claimant as it relates to the new cross match system.
- The contractor will enhance LWC's current workflow system regarding Investigations' work items, automatically creating work items, assigning to investigators based on availability and business rules. Supervisors will be able to reschedule work as necessary. Supervisor will be able to update roles for users as necessary.
- The system must be able to calculate Detection Date and Due date based on business rules. Detection date is the earliest date that the agency became aware of an issue. Normally an issue is detected when the social security number appears on the National Directory New Hires (NDNH) list. The due date will be calculated based on the detection date.
- System must set a priority in addition to a due date on work items and the investigator must be able to sort issues by this priority. Issues, as defined by business rules, such as possible fraud, claimant/employer response, and number of weeks affected should be sortable items. All screens should contain information necessary to identify the claimant, employer, and assigned investigator.

- The system will match the returned form to the work item issue and notify staff that the form is returned.
- The system shall allow cases with no claimant/employer response to remain open or pending for 60 calendar days from the detection date. On day 61, the case is automatically closed
- The new application will communicate with LWC's database and pre-populate screens with data from LWC's databases, such as Claimant name, address, and phone number, weekly benefit amount, stop dates, payment history, etc.
- The vendor will develop user friendly screens for user review of case issue attachments including imaged employer/claimant responses. Screens should include all completed overpayment/fraud issues for a particular Social Security Number and a Decision Detail Panel. The claimant's name and social security number should be available on each page and the user should not be required to enter an SSN to advance to the next page.
- The new application will automatically generate adjudication work items if appropriate business rules are met.
- The new application will interact with the Investigations Template that is part of LWC's current system.

#### **4.5 Generate LWC Adjudication Determinations and Correspondence**

- The new system will automatically generate availability adjudication determinations when certain criteria are met including failure to report and fraud/non-fraud determinations.
- System will make automatic requalifications on failure to respond based on business rules.
- Follow-up correspondence will be sent when necessary.
- System shall allow for manual requests for additional information.

#### **4.6 Maintain Reports and History of New Hire Cross Match Activity**

- The system will track information requested from the claimant and/or employer, date forms are mailed, due date for response, etc., on a newly developed inquiry screen.
- The system will maintain a history of actions taken on the case based on user ID.
- The new application will maintain a viewable system history of all activities relating to the New Hire Cross Matches.
- The new application will maintain efficiency reports on different variables associated with New Hire Cross-match and Overpayment assessment. The system will allow

investigators access to their workload reports that show the number of decisions made, the number of cases completed, the number of outstanding cases, and the number of cases past due for a specified time-frame, user, role, group, type of decision, and/or type of case.

- System will randomly select 10 cases per investigator each month for quality scoring based on business rules. Investigators shall be provided with statistics showing the number of decisions made, cases completed within 14 days and cases completed outside of 14 days per business rules.
- The contractor will develop new user friendly drop-down inquiry screens to track potential non fraud/fraud overpayments. Where possible, buttons at the top of the page shall be provided to allow for easy transition from screen to screen.

#### **4.7 Automatically Generate LWC Documents**

- The system will send the form data to LWC printer for batch printing and maintain a copy of the overpayment determination with the work item.

#### **4.8 Forms Redesign**

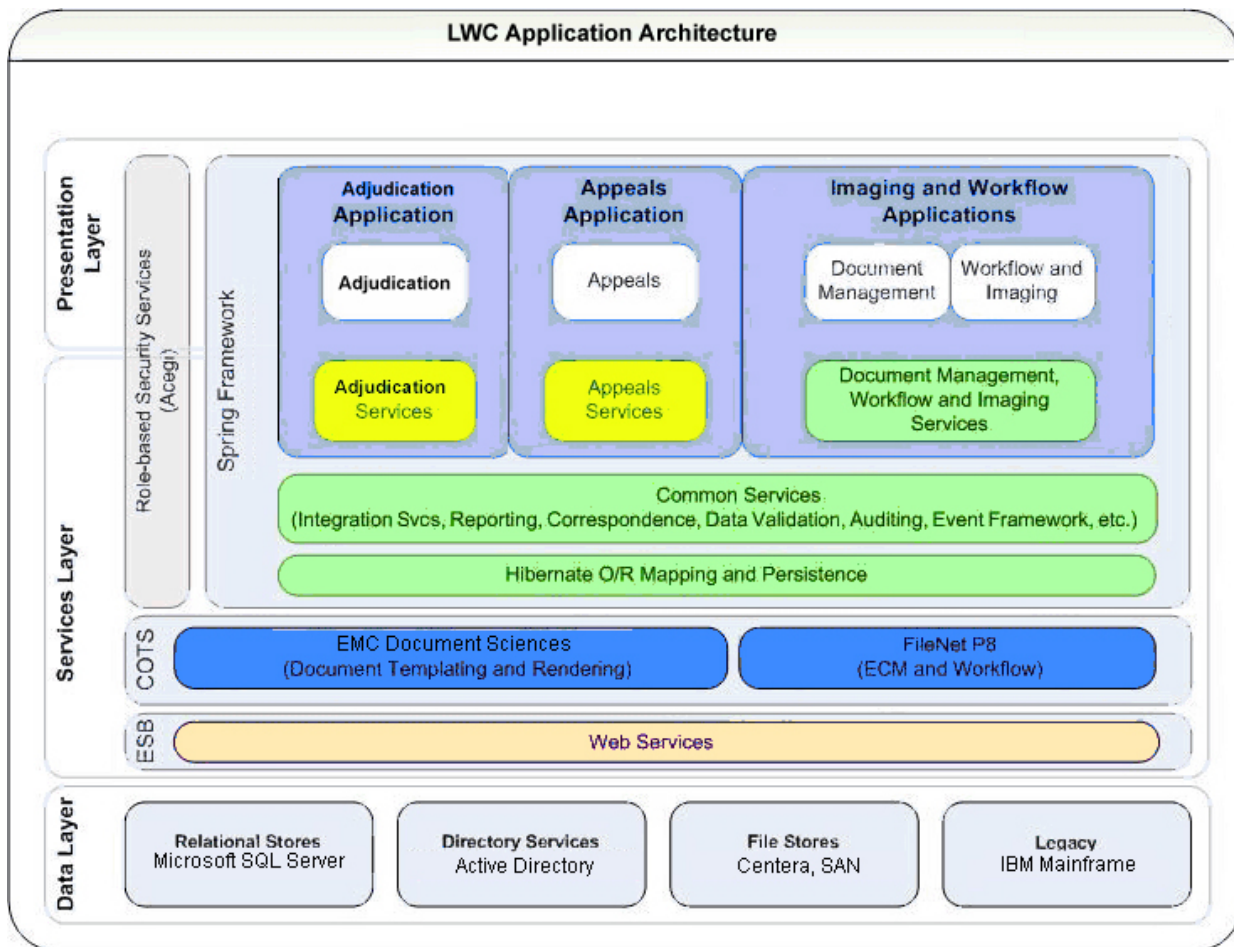
- The vendor will develop and redesign a maximum of 15 forms required for the efficient and effective operation of the New Hire Cross Match. LWC has identified the following:
  - Initial Employer Letter – System and staff generated
  - Initial Claimant Letter – System and staff generated
  - Additional Request Employer Letter – System and staff generated
  - Additional Request Claimant Letter – System and staff generated
  - Employed Non-Monetary – Employer
  - Employed Non-Monetary – Claimant
  - Determination – Employer
  - Determination – Claimant
- The system will allow staff to request forms and allow the staff to make modifications to the form prior to printing.
- The system will have the flexibility for the staff to add, delete or change the existing automated messages on forms mailed out.
- Forms shall pre-populate with claimant/employer/investigator information.
- The vendor will develop forms that use a unique identifier instead of the SSN that relates to the claimant and particular form so that LWC can identify without the use of a SSN printed on the document.

## **5.0 Technical Requirements**

**The Proposer shall describe in their proposal how their solution will meet all of the technical requirements defined in this section.**

This proposal will enhance the current Imaging and Workflow Application. The application is built on a J2EE framework, utilizing IBM Websphere 6.1 (Application Server), FileNet P8 (ECM and Workflow), EMC Document Sciences (for forms design and rendering), Microsoft SQL Server 2005 (Relational Database), and Microsoft Active Directory (Directory Services). EMC Centera is used for the FileNet Object Stores. The system interfaces with IBM Mainframe and other legacy applications via database and batch processes. All servers are running on Microsoft Windows 2003 Enterprise Server. The current development platform is IBM RAD running on Windows XP.

The new staff interface for this solution must be integrated into the existing Imaging and Workflow system which is written in Java built on a J2EE framework. The current development platform is IBM RAD running on Windows XP. The new customer interface for claimants and employers can be built as a separate application using either Java/J2EE or VB.net. The current development platform for VB.net is Visual Studio.



**Overview of the LWC Application Architecture.**

## 6.0 Project Requirements

This section describes how the project will be structured and managed.

### 6.1 Rational Unified Process

LWC is using the Rational Unified Process (RUP) for application development and has implemented IBM Rational development tools (Rose, Clear Case, Clear Quest, and Requisite Pro) to facilitate the development and management of requirements.

The contractor shall follow RUP best practices in developing and implementing their solution and maintain their artifacts in LWC's Rational tools. The contractor may either develop their artifacts in LWC's tools and store them there or develop their artifacts in their own tools and transfer them to LWC's tools when they are finished. The contractor shall be responsible for providing copies and/or seat licenses for their own tools.

## **6.2 Location**

The sole State location for performance on this RFP is LWC's Administrative Office (AO) at the address cited below.

Louisiana Workforce Commission  
1001 North 23<sup>rd</sup> Street  
Baton Rouge, LA 70802-3338

All materials provided by the contractor shall be delivered to the AO. All meetings with LWC personnel and LWC staff training will take place at the AO. All on-site services such as installation, setup, and warranty repair shall be performed at the AO.

The contractor is not required to perform all design and development work on-site. LWC assumes it will be expeditious to perform a certain amount of the work on-site and will provide facilities for the contractor's on-site staff (see State Responsibilities).

**The Proposer shall describe what work will be done on-site and off-site in their proposal.**

## **6.3 State Responsibilities**

The State will provide:

1. Three (3) furnished cubicles equipped with telephones and Internet connections for contractor personnel located in the LWC IT department. Windows Workstations equipped with Microsoft Office Professional and Lotus Notes email are available for these cubicles upon request. Additional facilities may be provided upon request to the State Project Manager.
2. Access to LWC's network and project files and databases as required.
3. Copies of software or seat licenses for LWC applications used by contractor personnel such as the Rational development tools and MS SQL.
4. The use of copy machines and printers along with the provision of common office supplies.
5. Meeting rooms and training facilities.
6. Safe and free access to LWC systems and facilities needed to conduct project tasks.
7. Timely access to LWC staff and documentation as required.
8. Timely reviews of submitted work products and approval of deliverables when completion criteria are met as identified in each task description.

The State will:

9. Notify appropriate LWC staff and State personnel (if necessary) of the purpose, significance, and importance of the project and solicit their cooperation with the contractor.

10. Assist in the prioritizing of tasks based on the availability of LWC staff.
11. Coordinate scheduling of interviews with selected LWC staff.
12. Review work plans, checklists, data gathering forms, interview results, draft documents, and reports as required.
13. Review deliverables and provide comments and requested modifications or approval within five (5) to ten (10) business days from submission depending on size, complexity, and levels of review required.
14. Be responsible for the supervision, direction, and control of its own personnel.

#### **6.4 State Staff Roles and Responsibilities**

LWC has established a Project Management Office (PMO) to provide a single point of contact, management, and administrative and logistical support for contractors working on modernization projects. The PMO is directed by the State Project Manager. The PMO will provide contractor guidance and direction, review and approve deliverables, provide access to LWC staff and management, arrange user meetings, and facilitate access to LWC equipment and facilities among other services.

**The Proposer shall describe the number of LWC staff and roles required to work with the contractor for the successful implementation of this project as well as the desired knowledge and experience needed.**

#### **6.5 Contractor Staff and Responsibilities**

1. The contractor shall provide adequate qualified staff to perform the detailed design, development, testing and implementation of the solution, and all related activities such as configuration management, and training.
2. The contractor shall provide a project manager who will serve as a single point-of-contact for the contractor, is responsible for managing the project, and who is empowered to make decisions for the contractor. This project manager shall be on-site at least fifty percent (50%) of the time and present for all key activities and meetings.
3. The contractor shall be responsible for the supervision, direction, and control of contractor and subcontractor personnel.
4. Contractor personnel working on-site shall adhere to active LWC personnel policies and procedures. LWC will provide copies of these policies and procedures on request.

#### **6.6 Contract Amendments**

A Contract Amendment is required for any modification to the Scope of Services that results in change of the total price or performance period of the contract. Under Louisiana law, change orders are implemented as Contract Amendments.



The contractor or LWC may initiate a Contract Amendment at any time during the performance period of the contract as a result of a discovery that impacts the total cost or delivery schedule. When the contractor or LWC determines a Contract Amendment is required they will follow the following procedure:

1. Generate a written Change Request (CR) that briefly describes the change, the reason for the change, and the estimated impact to the price and/or schedule.
2. Submit the CR to a change review board consisting of the PMO and contractor management staff for review and approval.
3. The Change Review Board will discuss the change and may request more detailed information for evaluation.
4. The Change Review Board will either recommend or deny the CR with explanation.
5. When the Change Review Board recommends the change, LWC will review the request and either approve or deny the request.
6. When LWC approves the CR, the contractor and LWC will complete a Contract Amendment that augments the brief descriptions in the CR with a detailed description of the change with the same degree of specificity as in the original Scope of Services. The Contract Amendment shall include a list of all the artifacts affected by the change and a description of the change to each artifact along with a firm fixed price and/or schedule modifications.
7. Complete and approved Contract Amendments are forwarded to LWC's contract office for review and possible modifications, and then sent to the contractor and designated LWC contract signatory for his or her signature.
8. After the designated LWC signatory signs the Contract Amendment, it is sent to the Louisiana State Office of Contractual Review (OCR) for review and approval.
9. Once the Contract Amendment is approved by the OCR, it is incorporated as an amendment to the contract. No payments may be made for work that is the subject of a contract amendment until OCR approves the amendment.

The contractor shall incorporate and implement the approved Contract Amendment as described.

## **6.7 Configuration Management**

The contractor shall place the baseline system requirements and configuration established in section 3.1.7 Establish Baseline System Requirements and Configuration under configuration management control. The contractor shall maintain the renovated system configuration in the Rational products for the duration of the project by updating the configuration to reflect additions, modifications, and deletions made during the development, testing, and implementation of the renovated system.

The contractor shall identify configuration changes as the need for them occurs. The contractor shall document the changes, develop an appropriate configuration change implementation

schedule, and submit them to LWC for review and approval. LWC shall be the final approving authority for all configuration changes. The contractor shall incorporate approved configuration changes as scheduled. All configuration changes shall be made before final delivery of the documentation.

**The Proposer shall include a configuration management plan in their proposal that describes their configuration management procedures and identifies key points in the project schedule where the system configuration must be up-to-date before proceeding.**

## **6.8 Reporting**

The contractor shall:

1. Prepare and submit monthly written status reports to the State Project Manager that includes a list of tasks accomplished, in-progress, and soon to be started, along with any existing unresolved and newly discovered issues.
2. Provide oral in-person briefings on project issues and status as requested by the State Project Manager or at least bi-weekly.
3. Provide a list of contractor personnel that are scheduled to work on-site that includes name, title, duties or purpose, arrival and departure dates and times, and update the list periodically as required throughout the project to keep it current.
4. Notify LWC at least twenty-four (24) hours in advance of ad-hoc and unscheduled visits by contractor personnel coming to perform special tasks such as meetings, training, or equipment repair.
5. Provide ad-hoc reports and research findings in response to LWC requests for change order evaluation, configuration control reviews, and other similar reasons.
6. Notify LWC within three (3) business days of any issue serious enough to stop work, delay the schedule, or affect the total price of the contract.
7. Use a web-based issue tracking system to provide up-to-date status on resolution of open issues.

## **6.9 Care of LWC Property**

The contractor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and LWC property furnished by LWC for the contractor's use in connection with the performance of this contract. The contractor shall exercise his or her best efforts to prevent damage to all such property and shall, at LWC request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of the contractor. Such restoration shall be complete when judged satisfactory by LWC. In addition, at LWC's request, the contractor shall reimburse LWC for any loss or damage to such property caused by the contractor, or any agent or subcontractor employed or utilized by contractor. The contractor shall not take any action that would impair the value of, or goodwill associated with, the name,

property and intellectual property rights of LWC and the State. The contractor shall obtain prior written approval from LWC before using the name, marks or intellectual property rights of LWC or the State.

#### **6.10 Contract Close-Out Support**

LWC has a State requirement to formally close-out all contracts. The contractor shall provide assistance to the State Contract Officer in performing this task. Assistance shall include providing copies of misplaced documents; final accounting of funds spent and invoices submitted; return of LWC test data and property; and the delivery of overlooked artifacts to complete deliverables amongst other similar items.

# **ATTACHMENT II**

## **PROPOSAL INFORMATION**

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Proposer should submit a technical proposal as specified below which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the Scope of Services described herein. Proposer should respond to all areas requested.

### **1. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 180 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section 6 and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **2. Corporate Background and Experience**

The proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement, preferably audited.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract including any experience in developing and implementing any modernization of any state's Unemployment Insurance systems. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references. Proposers should also describe their RUP experience.

### **3. Proposed Project Staff**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Verifiable customer references (name, title, company name, address and telephone number) must be provided for the cited projects in the individual resumes of the project staff.

## **4. Approach and Methodology**

Each Proposer should address how their firm will meet all the requirements of this RFP with particular attention to the following:

- Proposer should define their functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.
- Define the approach used to implement the project within LWC's infrastructure and identify issues that would prevent or impair implementation or operation across LWC's heterogeneous environment.
- Proposer should define their strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Define the approach for defining system and data security and securing confidential LWC information and data used for development and testing.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should define the methodology to be utilized for system design.
- Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc).
- Provide detailed descriptions of deliverables of particular interest to LWC specified in Attachment I, and especially section 3 Deliverables.
- Describe what type of work and how much work will be done on-site and off-site and where off-site work will be performed and the percentage of total on-site work time versus off-site work time.

## **5. Cost Information**

1. Provide the total cost (inclusive of travel and all project expenses).
2. Proposer must complete the Price Schedule worksheet (Attachment V) and include it with their cost proposal.
3. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.
4. If a subcontractor will be used, clearly identify any subcontractor arrangements.

## **6. Administrative Information**

1. Provide a completed Certification Statement as shown in Attachment III, Part B
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment IV, Consulting Services Contract.

## ATTACHMENT III

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### CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one hundred eighty days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have 45 calendar days to negotiate the final contract and 15 calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

---

SIGNATURE of Proposer's Authorized Representative

DATE

# **ATTACHMENT IV**

## **SAMPLE CONTRACT**

### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[Provide the concise description of the data processing consulting services to be acquired]*

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

#### **2.0 ADMINISTRATIVE REQUIREMENTS**

##### **2.1 TERM OF CONTRACT**

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

##### **2.2 WARRANTIES**



Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (*spell-out*) (*n*) months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## **2.3 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is.

## **2.7 CONFIDENTIALITY**

The State anticipates that the performance of contract duties will require the Contractor to have access to confidential records and information of the State's unemployment compensation system, hereinafter referred to as "shared data." By signing this Contract Contractor acknowledges that all such shared data is confidential pursuant to 20 Code of Federal Regulations (CFR) Part 603 and Louisiana Revised Statute 23:1660, and all confidentiality requirements thereby required are hereby incorporated into and made a requirement of this Contract. The shared data is not subject to public disclosure under the Louisiana Public Records Law, R.S. 44:1 et seq.

Contractor agrees to establish appropriate administrative, technical and physical safeguards to safeguard the confidentiality of the shared data supplied by State and to prevent unauthorized use of or access to it. Only authorized users shall be allowed access to the shared data, and their access shall only be for the purpose of performing duties under this Contract.

Contractor agrees to store any shared data in its custody in a place that is physically secure from access by unauthorized persons. Additionally, Contractor agrees to store and process shared data supplied in an electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the data by any means. Contractor shall undertake precautions to ensure that only authorized personnel are given access to shared data stored in computer systems. Contractor agrees not to store or allow its employees to store any confidential information received from LWC on any portable storage media or peripheral device (e.g., laptops, thumb drives, hard drives, etc.) or to print out any shared data except to the extent that printed data is essential to the Recipient's authorized use of shared data.

Contractor shall instruct all personnel having access to shared data about the confidentiality and security requirements affecting the shared data and shall ensure that they adhere to those requirements and procedures required under the terms of this Contract.

Contractor agrees to notify LWC within fifteen (15) days of the resignation or termination from employment of any person having direct remote access to shared data contained in LWC's data processing system, or if any person who has such access to shared data no longer requires such access to shared data. The purpose of this requirement is to effect the prompt disabling of any such person's remote access to shared data. Failure to provide such information may result in the immediate termination of this Contract.

Contractor shall be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws, and shall indemnify and hold harmless the LWC against any suits, claims, actions, complaints, liability of any kind, or legal costs, related to or arising from any breach of the confidentiality of shared data or the misuse of shared data.

Under no circumstances shall shared data be used for any type of solicitation without the express written approval of the State for that specific purpose.

Contractor shall dispose of shared data, including all copies thereof, after the purpose for disclosure has been served. "Dispose" means the return of the information to the LWC or the destruction of the information in a manner approved by LWC.

Contractor agrees to fully and promptly report to LWC any infraction or violation of the confidentiality or security requirements set forth in this data sharing agreement, and agrees to take appropriate disciplinary action against anyone found to have violated the terms of this Agreement or applicable federal or state law.

Contractor acknowledges that, under R.S. 23:1660(C)(1), shared data generally is exempt from subpoena. Contractor shall immediately notify the State of any subpoenas or similar demands served on or otherwise received by it which seek to compel the production of shared data. Contractor shall cooperate with the State in the State's efforts, at the State's expense, to intervene or otherwise seek to quash, limit or resist the production of shared data.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

*E. Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

*A. Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

*B. Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

*C. Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become

unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the



State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

Task 4 Verify Functional Requirements

Task 5 Develop Detailed Design for Modified WIS System

Task 7 System Modifications and Testing

Task 9 Develop System Documentation

Task 12 Conduct Pilot Test

Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

**Example B. *Payment by Percentage of Completion***

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

#### Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all work product and copyrights thereto, software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract. Moreover, Contractor, by signing this Contract, does hereby acknowledge and agree that any copyrights to works and materials created or developed by Contractor in the



performance of this Contract, which is funded by U.S. Department of Labor grants, are subject to 29 Code of Federal Regulations §97.34, which states:

**97.34 - Copyrights.**

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work [developed](#) under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

Contractor does hereby agree that all such rights under §97.34 shall vest in the State and the U.S. Department of Labor when such works are developed, regardless of the time of payment, even if all contract work is not completed.

**10.0 NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, the Inspector General's Office, the Federal Government, the LWC, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

**12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

**13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

**14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**15.0 NONDISCRIMINATION ASSURANCE CLAUSE FOR CONTRACTORS**

The contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in

any WIA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Contractor assures that it will not discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

## **16.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

## **17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)**

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

## **18.0 ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

## **19.0 CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

## **20.0 ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## **21.0 CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

THUS DONE AND SIGNED on the date(s) noted below

**WITNESSES SIGNATURES:**

**STATE OF LOUISIANA  
LOUISIANA WORKFORCE COMMISSION**

\_\_\_\_\_

By: \_\_\_\_\_  
DATE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
DATE

\_\_\_\_\_

**TAX I.D. NO.**  
**TELEPHONE: (       )**

**ATTACHMENT I**

**STATEMENT OF WORK**

**1.0 INTRODUCTION**

*[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]*

**2.0 DESCRIPTION OF SERVICES/TASKS**

*[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]*

**3.0 SCHEDULE REQUIREMENTS**

*[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]*

**4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

*[Describe the performance measures to be taken during the project and monitoring plan.]*

**5.0 DELIVERABLES**

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

<b>Examples of Deliverables</b>	
<b>Deliverable</b>	<b>Description</b>
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content,

	format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

*[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]*

## **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

*[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]*

### **2.0 SPECIAL REQUIREMENTS**

*[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]*

### **3.0 STANDARDS AND GUIDELINES**

*[List here references to applicable standards and/or guidelines or indicate "NONE".]*

*[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]*

## **ATTACHMENT III**

### **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

#### **1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
---------------------	----------------------------------------	-------------	--------------------------

...  
...  
...  
...

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

#### **2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

### **3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV**

### **STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

#### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contract for this contract on behalf of the State.

#### **2.0 TECHNICAL STAFF**

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

#### **3.0 FUNCTIONAL STAFF**

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

#### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

#### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

## **ATTACHMENT V**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

#### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

## **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

## **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
  - b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
  - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage



The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

### **5.0 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

### **6.0 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **7.0 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

## ATTACHMENT V

### COST PROPOSAL

#### National New Hire Cross Match Automation

##### Price Schedule

RFP \_\_\_\_\_

Name of Company

Proposal Number

Name

Number

TOTAL COST \_\_\_\_\_

#### ADDITIONAL INFORMATION:

Total Estimated Number of Hours may be listed below.

Estimated Number of Hours	Classification	Deliverable	Billing Rate
		Introductory Activities	
		Application Software Development	
		Staging and Repository Databases	
		Custom Interfaces	
		Documentation	
		System Development, Integration, and Testing	
		Training	
		Acceptance Tests	
		Warranty, Maintenance, and Support	

Subcontractor Arrangements, if any (please explain):